

## **ADDENDUM NO. 2**

**Alternative Program Debris Removal  
Contract 19-05  
February 27, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there a planned job walk for the project?

**ANSWER 1:** No, however, contractors are allowed to inspect worksites during normal business hours.

**QUESTION 2:** Is there a bid, payment and performance bonds required for the project?

**ANSWER 2:** Yes, please see below and attached to this addendum.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

**1. Bidder's Bond:**

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

**2. Payment and Performance Bond:**

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

**BIDDER:**

**PREPARED BY:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TOWN OF PARADISE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS 1

\_\_\_\_\_  
ADDRESS 2

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**END OF ADDENDUM (PLUS ATTACHMENTS)**

# Bidder's Bond

## Alternative Program Debris Removal Contract No. 19-05

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on \_\_\_\_\_.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

# Bond of Faithful Performance

## Alternative Program Debris Removal Contract No. 19-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, the Contractor in the contract hereto annexed, as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the Town of Paradise in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Alternative Program Debris Removal, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

Approved as to form:

\_\_\_\_\_  
Town Attorney

Town of Paradise

# Payment Bond

**Alternative Program Debris Removal  
Contract No. 19-05  
(Section 3247, Civil Code)**

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the project work described as follows: Alternative Program Debris Removal.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for which payment we bind ourselves, jointly and severally.

## THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

By: \_\_\_\_\_

Principal

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact